

58 Central St
August 1906

Plaintiff MOTION FOR Entry of Default Judgment

I ASK THIS COURT FOR Judgment
IN THIS CASE MY House IS SINKING

IT IS WORTH 0 Land is continued

The cost is High The Land has

TO Be Removed And Replaced

And The House has TO come down

And be Built over - This will cost a High

Amount of money Because The lot

IS Filled IN WITH good Dust Lead And OIL
AND construction PRANKS AND PIECES OIL TANKS

THIS WAS A old Dump SITE years ago

IT IS Hard TO find places TO Dump

THIS STUFF IT IS ALL IN my Appraisal

REPORT I Am sending to this court

SO THE figure IS NOT A High one

for the mess I HAVE TO clean UP

I HAVE lost EVERYTHING IN THIS CASE

MR. Robert Pungino

11/1/05 Date

Sam Stella, Realtors

7 Lincoln Street, Wakefield, MA 01880
(781)245-5454 Office (781)224-9778 Fax

February 14, 2005

RE: Property Located At 258 Central Street, Saugus, MA 01960

To Whom It May Concern:

05 CV 10393 GAO

I was asked to do two real estate appraisals on the above named property within the last several years. A clarification of the conclusion of my two reports might be appropriate at this point.

Upon inspection of the legal single family colonial style dwelling, each room on the 1st floor was "off the bubble" when I placed a four (4) foot level on the floor. I had a feeling of dizziness (similar to a "fun house") because the floors were so out of level. The glass in most of the windows on the second floor was cracked. Doors did not close properly. The poured concrete basement walls contained cracks in various places (photos enclosed in the appraisals). This indicated that the building at 258 Central Street was on unstable ground.

It was obvious, upon visual inspection of the site (after inspecting the dwelling), that this property was an old neighborhood dump sight for many, many years prior to the improvement (dwelling) being constructed. As I walked down the hill on the east side of the site (70 degree slope into the Saugus River Basin), I observed trash typical of the 1960's. I walked further down the hill and noticed more trash from the 1950's and 1940's. I didn't continue any further.

I spoke to one person at the local town hall and two elderly people in the area who were well aware of 258 Central Street as the neighborhood dump when they were children.

A designated National Historic Site, the Saugus Iron Works, is located no more than one hundred (100) feet away from 258 Central Street, on the same side of the street. The Saugus Iron Works was the oldest iron mill in the country. It was established in 1636. The fuel used to make iron malleable at that time was coal. The by-product of coal was coal dust, often referred to as "dust" or "ash".

It is my conclusion that there is a high degree probably that the lot at 258 Central Street, is not only the old neighborhood dump possibly dating back to the mid to late 1600's, it is a hazardous waste site probably containing ash and many other materials (hazardous or otherwise).

"Market value" as defined by the Federal Home Loan Bank Board (FHLBB) is enclosed in this letter. When reading the enclosed definition, the property at 258 Central Street, Saugus, Essex County, Massachusetts, definitely does not conform to that definition. In this area, a buyer will typically finance the purchase his/her primary residence through a lender and not pay cash. No lender will use the property located at 258 Central Street as collateral for a loan based upon the Seller's 'full disclosure' of these 'material defects'. Therefore, this property according to the definition of "market value" is unmarketable and valueless. A major "clean-up" is probably necessary. Even with a "clean-up", "full disclosure" will be required upon a sale. I doubt very that a lender would give a loan to a typical buyer as collateral for this property after full disclosure of the history and material facts.

Respectfully,

Sam Stella,

MA Real Estate Appraiser's Lic. #651

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LA

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession, but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

AFFIDAVIT in Loan or Default Judgment

I Robert Pingano PLAINTIFF
258 CENTRAL ST SAUGUS MASS
01906

This is my Home This is where
I live.

I Robert Pingano SWEAR

That This is True.

The Land at 258 CENTRAL ST IS A ^{old} DUMP SITE
WITH HAZARDOUS WASTE IN IT IT HAS TO BE REMOVED

THE HOUSE IS SINKING AND AS TO BE REBUILT
AFTER THE LOT IS REMOVED AND LAND
FILLED IN IT IS ALL IN APPROPRIATE
AM SENDING THIS COURT

Date 11/1/05 MR Robert Pingano

MY COMMISSION
EXPIRES
MARCH 31, 2005

Remittan
11/01-05

